

## How to Use the Propane Statewide Contract

Contract #: ENE35 Contract Duration: 08/01/14 – 07/31/17

MMARS #: ENE35\*

Options to renew: None

Contract Manager: Jim Ferri - 617-720-3168 [James.Ferri@state.ma.us](mailto:James.Ferri@state.ma.us)

Last change date: 08/01/14

### Contract Summary

This contract is for the purchase and delivery of Propane. There is one Contractor, Osterman Propane LLC who has been awarded all zones. This is not a fixed-price contract; it is an indexed price contract. Price changes weekly. See pricing and purchase details below.

Eligible Entities wishing to participate in this contract must make arrangements with Osterman Propane LLC and must remain with this vendor for twelve months or the remainder of the contract term. Osterman Propane LLC has been directed to request this commitment in writing.

### Benefits and Cost Savings

- Competitive Pricing
- Qualified and Experienced Vendor
- Prompt Pay Discount

### Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

**Eligible Entities:**

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
08. Other states and territories with no prior approval by the State Purchasing Agent required; and
09. Other entities when designated in writing by the State Purchasing Agent.

### How to use the contract

Check the Zone listing (on page 6) to determine the city or town where you will have the propane delivered and contact E. Osterman to discuss locations, account requirements

and arrange for delivery. The contract covers eight zones across the state. E. Osterman has been awarded all zones.

## Pricing and Purchase Options

**Purchase Options:** Purchases made through this contract will be direct, outright purchases.

### Pricing and buying details:

Contract ENE35 calls for the delivery of Propane to be purchased at a fixed differential price to be applied to the Principal averages Monday Selkirk, NY price as published weekly on page one of *BPN's* Weekly Propane Newsletter.

Pricing of Propane is calculated as:

#### Propane Pricing

Weekly Posted Commodity Propane Price + Applicable Differential Price = Total Propane Price

#### **Verifying the Commodity Price:**

The Procedure for verifying the Daily Commodity Price on the Internet is as follows:

- Go to [COMMBUYS.com](http://COMMBUYS.com)
- Click on "Contract & Bid Search" on the log-in page, OR the magnifying glass if you've logged on (upper right of screen)
- Click the button for Contracts/Blankets or pull-down to Contract/Blankets if you used the magnifying glass (more fields will then pop up for an advanced search)
- In the Contract/Blanket Description field, type in the OSD contract number (ENEFY15)
- In the Type Code field, pull down to "Statewide Contract".
- Then click "Find It" (note: hitting Enter won't work, you have to click Find It)
- The system will then return files for the statewide contract and all associated vendor contracts. The most current version of the statewide MBPO (contract) shows "vCurrent" attached to the name.
- Click on the vCurrent

#### Propane Differential Pricing:

Zone	Vendor	Differential Pricing
Zone 1	Osterman Propane LLC	.3499
Zone 2	Osterman Propane LLC	.3100
Zone 3	Osterman Propane LLC	.3100
Zone 4	Osterman Propane LLC	.3499
Zone 5	Osterman Propane LLC	.3100
Zone 6	Osterman Propane LLC	.3100
Zone 7	Osterman Propane LLC	.3100
Zone 8	Osterman Propane LLC	.3100

Example: The differential price in Zone 2 would be .3100 per gallon.

**Prompt Pay Discount (PPD): 2.0% - 10 days**

## Vendor List and Contract information

### Vendor Contact Information

#### Zones 1-8

Company: Osterman Propane LLC  
 Address: 1 Memorial Square, Whitinsville, MA 01588  
 Contact: Roberta Carpenter  
 Phone: (508) 234-8361  
 Fax: (508) 234-0645  
 E-mail: [rcarpenter@ostermangas.com](mailto:rcarpenter@ostermangas.com)

<u>Branch</u>	<u>Location</u>	<u>Business and After hours Phone</u>
Palmer, MA	1 Blanchard Street, Palmer, MA	800-332-3353
Sunderland, MA	339 Amherst Road, Sunderland, MA	800-287-2492
Southbridge, MA	47 Hook Street, Southbridge, MA	800-537-4899
Bridgewater, MA	42 First Street, Bridgewater, MA	800-698-3131
Sterling, MA	22 Legate Hill Road, Sterling, MA	800-348-1812
Northbridge, MA	998 Church Street, Northbridge, MA	800-447-1207
Adams, MA	60 Printworks Drive, Adams, MA	800-648-8681
Lee, MA	480 Pleasant Street, Lee, MA	800-790-3402

All branch phone numbers are routed to answering service after-hours.

## Additional Important Contract Information

### **Commodity Specifications**

Osterman Propane LLC guarantees that the product supplied will meet or exceed the ASTM Specifications for Liquefied Petroleum (LP) Gases, Designation D1835-05 and NFPA58 2008 Ed. Standard for the storage and handling, or latest revision thereof.

### **Tank/Cylinders/Equipment/Maintenance/Safety**

The contract price includes the cost of all tank installation, regulator, shutoff valves and gauge installation and replacement, use of equipment (tanks, cylinders), initial leak testing, required operational instruction of agency personnel and period inspections/maintenance of Osterman Propane LLC owned equipment to meet all safety requirements. Appropriate documentation must be provided by Osterman Propane LLC to the agency regarding tank ownership. Exception: Tanks owned and provided by Osterman Propane LLC which are filled less than 100 gallons per year may be subject to an annual fee of \$50.00. As an option, the contract user may elect to purchase these tanks at a price to be negotiated with Osterman Propane LLC. Final determination of whether a tank is subject to the annual fee shall be made by OSD after consultation with user and vendor regarding deliveries.

Contract price does not include modifications to interior appliances to meet safety code requirements or additional piping required beyond the exterior wall of a building to bring a facility up to safety code compliance or the addition of compliance.

Osterman Propane LLC is required to complete all new tank installations within 21 days after receipt of an order. The tank installation and delivery schedule is to be coordinated with the agency contact.

All equipment and the installation of the same must meet the requirements of the National Fire Protection Association Code, latest edition. Osterman Propane LLC will make or cause to be made by qualified individuals, periodic inspections of the installation to meet all safety requirements.

### **Tank Removal at Contract Expiration**

Osterman Propane LLC is responsible for the removal of all tanks within thirty (30) days of contract expiration unless Osterman Propane LLC is either successful in obtaining a new contract for that particular agency or arranges to exchange tanks with the new successful Contractor. Osterman Propane LLC will give credit for all unused gas left in cylinders/tanks that are removed. If such tanks are not removed within the thirty (30) day period, Osterman Propane LLC will be held liable for all charges related to the removal and disposal of the tank. Tanks are not to be replaced without prior authorization from the responsible agency.

### **Visit to the Site**

Prior to the initial delivery, Osterman Propane LLC should visit the site to familiarize itself with the facilities at the agency, and in particular with the area in which the equipment is installed. It is Osterman's responsibility to inform the agency of any changes required at the site before delivery.

### **Repair/Maintenance Services**

This contract does not cover repair or maintenance services for existing user owned tanks or infrastructure. Entities must establish these services through their own contract.

### **Delivery**

Osterman Propane LLC must verify operational details about sites prior to making deliveries. Osterman Propane LLC must deliver to all sites located in the zone that are accessible by truck. Delivery of propane fuel must be made on days and during hours that are acceptable to contract users. Lead time for normal delivery will be 24 hours; 48 hours for holidays and weekends. Deliveries must be in compliance with all applicable Local, State and Federal laws and regulations. Osterman Propane LLC is responsible for paying for any damage they cause at a site.

### **Emergency Delivery/Dispatch Services**

The need for emergency delivery will occur at times, and Osterman Propane LLC must provide 24 hour, 365 day coverage.

## Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a line item catalog in COMMBUYS with specific pricing for line items identified.

There is one vendor on this contract and the vendor has been assigned a unique Master Blanket Purchase Order (PO). Vendor differential prices are located on the description for each line item identified with the Master Blanket Purchase Order.

### **How to place an order**

Contract Users should continue to place orders in the normal fashion by contacting Osterman Propane LLC to establish accounts for automatic delivery or will call. Orders should not be placed through COMMBUYS at this time. Prior to the implementation of COMMBUYS Phase II (MMARS interface) the contract user guide will be revised to provide any required guidance.

### **Where to find complete ENE35 contract information on COMMBUYS**

If full statewide contracts details are required please refer to ENE35 files listed under the Conversion Vendor [C125390-vCurrent](#) link. This link provides the entire detailed information as it relates to the statewide contract RFR, award information and specifications.

## Zone Listing

Zone 1-Osterman	Zone 2-Osterman	Zone 3-Osterman	Zone 4-Osterman	Zone 5-Osterman	Zone 5-Osterman	Zone 6-Osterman	Zone 7-Osterman	Zone 8-Osterman
ARLINGTON BELMONT BOSTON BRAINTREE BROOKLINE BURLINGTON CAMBRIDGE CANTON CHELSEA COHASSET DEDHAM DOVER EVERETT HINGHAM HOLBROOK HULL LEXINGTON LINCOLN MALDEN MEDFORD MELROSE MILTON NEEDHAM NEWTON NORWOOD QUINCY RANDOLPH REVERE SAUGUS SOMERVILLE STONEHAM WAKEFIELD WALTHAM WATERTOWN WELLESLEY WESTON WESTWOOD WEYMOUTH WILMINGTON WINCHESTER WINTHROP WOBBURN	AMESBURY ANDOVER BEVERLY BOXFORD DANVERS DRACUT ESSEX GEORGETOWN GLOUCESTER GROVELAND HAMILTON HAVERHILL IPSWICH LAWRENCE LOWELL LYNN LYNNFIELD MANCHESTER MARBLEHEAD MERRIMAC METHUEN MIDDLETON NAHANT NEWBURY NEWBURYPORT NORTH ANDOVER NORTH READING PEABODY READING ROCKPORT ROWLEY SALEM SALISBURY SWAMPSCOTT TEWKSBURY TOPSFIELD WENHAM WEST NEWBURY	ABINGTON ACUSHNET ATTLEBORO AVON BERKLEY BRIDGEWATER BROCKTON CARVER DARTMOUTH DIGHTON DUXBURY EAST BRIDGEWATER EASTON FAIRHAVEN FALL RIVER FOXBOROUGH FREETOWN HALIFAX HANOVER HANSON KINGSTON LAKEVILLE MANSFIELD MARION MARSHFIELD MATTAPOISETT MEDFIELD MIDDLEBOROUGH NEW BEDFORD NORFOLK NORTH ATTLEBOROUGH NORTON NORWELL PEMBROKE PLAINVILLE PLYMOUTH PLYMPTON RAYNHAM REHOBOTH ROCHESTER ROCKLAND SCITUATE SEEKONK SHARON SOMERSET STOUGHTON SWANSEA TAUNTON WALPOLE WAREHAM WEST BRIDGEWATER WESTPORT WHITMAN WRENTHAM	BARNSTABLE BOURNE BREWSTER CHATHAM DENNIS EASTHAM FALMOUTH GOSNOLD HARWICH MASHPEE ORLEANS PROVINCETOWN SANDWICH TRURO WELLFLEET YARMOUTH	ACTON ASHLAND AUBURN AYER BARRE BEDFORD BELLINGHAM BERLIN BILLERICA BLACKSTONE BOLTON BOXBOROUGH BOYLSTON BROOKFIELD CARLISLE CHARLTON CHELMSFORD CLINTON CONCORD DOUGLAS DUDLEY DUNSTABLE EAST BROOKFIELD FRAMINGHAM FRANKLIN GRAFTON GROTON HARDWICK HARVARD HOLDEN HOLLISTON HOPEDALE HOPKINTON HUBBARDSTON HUDSON LANCASTER LEICESTER LITTLETON MARLBOROUGH MAYNARD MEDWAY MENDON MILFORD MILLBURY MILLIS MILLVILLE NATICK NEW BRAINTREE NORTH BROOKFIELD NORTHBOROUGH NORTHBRIDGE	OAKHAM OXFORD PAXTON PEPPERELL PETERSHAM PRINCETON RUTLAND SHERBORN SHIRLEY SHREWSBURY SOUTHBOROUGH SOUTHBRIDGE SPENCER STERLING STOW STURBRIDGE SUDBURY SUTTON TYNGSBOROUGH UPTON UXBRIDGE WARREN WAYLAND WEBSTER WEST BOYLSTON WEST BROOKFIELD WESTBOROUGH WESTFORD WORCESTER	ASHBURNHAM ASHBY ATHOL BERNARDSTON BUCKLAND CHARLEMONT COLRAIN DEERFIELD ERVING FITCHBURG GARDNER GILL GREENFIELD HAWLEY HEATH LEOMINSTER LEVERETT LEYDEN LUNENBURG MONTAGUE NEW SALEM NORTHFIELD ORANGE PELHAM PHILLIPSTON ROWE ROYALSTON SHELburne SHUTESBURY SUNDERLAND TEMPLETON TOWNSEND WARWICK WENDELL WESTMINSTER WINCHENDON	AGAWAM AMHERST ASHFIELD BELCHERTOWN BLANDFORD BRIMFIELD CHESTER CHESTERFIELD CHICOPEE CONWAY CUMMINGTON EAST LONGMEADOW EASTHAMPTON GOSHEN GRANBY GRANVILLE HADLEY HAMPDEN HATFIELD HOLLAND HOLYOKE HUNTINGTON LONGMEADOW LUDLOW MIDDLEFIELD MONSON MONTGOMERY NORTHAMPTON PALMER PLAINFIELD RUSSELL SOUTH HADLEY SOUTHAMPTON SOUTHWICK SPRINGFIELD TOLLAND WALES WARE WEST SPRINGFIELD WESTFIELD WESTHAMPTON WHATELY WILBRAHAM WILLIAMSBURG WORTHINGTON	ADAMS ALFORD BECKET CHESHIRE CLARKSBURG DALTON EGREMONT FLORIDA GREAT BARRINGTON HANCOCK HINSDALE LANESBOROUGH LEE LENOX MONROE MONTEREY MOUNT WASHINGTON NEW ASHFORD NEW MARLBOROUGH NORTH ADAMS OTIS PERU PITTSFIELD RICHMOND SANDISFIELD SAVOY SHEFFIELD STOCKBRIDGE TYRINGHAM WASHINGTON WEST STOCKBRIDGE WILLIAMSTOWN WINDSOR